

DIANNE ELDRIDGE, and
LARRY ELDRIDGE,

Plaintiffs,

vs.

SYNERGETIC COMMUNICATION, INC.,
and SANTANDER CONSUMER USA INC.,

Defendants.

1. This paragraph states a conclusion of law to which no response is required.
2. This paragraph states a conclusion of law to which no response is required.
3. This paragraph states a conclusion of law to which no response is required.
4. Santander is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph.
5. This paragraph states a conclusion of law to which no response is required.
6. Santander is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph.
7. Santander is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph.
8. Denied.

9. Denied.

10. Santander is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph.

11. Santander is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph.

12. Santander is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph.

13. Admitted.

14. Denied.

15. Denied.

16. Admitted.

17. Denied.

18. Admitted.

19. Santander is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph.

20. Santander is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph.

21. Santander is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph.

22. Santander is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph.

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35. Santander is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph.

36. Santander is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph.

37. Santander is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph.

38. Santander is without sufficient knowledge or information to form a belief as to the truth of the allegations in this paragraph.

39. Denied.

40. Santander incorporates herein its responses to paragraphs 1 through 39.

41. Denied.

42. Denied.

43. Santander incorporates herein its responses to paragraphs 1 through 42.

44. Denied.

45. Denied.

46. Santander incorporates herein its responses to paragraphs 1 through 45.

47. Denied.

48. Denied.

49. Santander incorporates herein its responses to paragraphs 1 through 48.

50. Denied.

51. Denied.

52. Santander incorporates herein its responses to paragraphs 1 through 48.

53. Denied.

54. Denied.
55. Santander incorporates herein its responses to paragraphs 1 through 48.
56. Denied.
57. Denied.
58. Santander incorporates herein its responses to paragraphs 1 through 57.
59. Denied.
60. Denied.
61. Santander incorporates herein its responses to paragraphs 1 through 60.
62. Denied.
63. Denied.
64. Santander incorporates herein its responses to paragraphs 1 through 64.
65. Denied.
66. Denied.
67. Santander incorporates herein its responses to paragraphs 1 through 66.
68. Denied.
69. Denied.
70. Santander incorporates herein its responses to paragraphs 1 through 69.
71. Denied.
72. Denied.
73. Santander incorporates herein its responses to paragraphs 1 through 62.
74. Denied.
75. Denied.
76. Santander incorporates herein its responses to paragraphs 1 through 75.

77. Denied.
78. Denied.
79. Santander incorporates herein its responses to paragraphs 1 through 78.
80. Denied.
81. Denied.
82. Santander incorporates herein its responses to paragraphs 1 through 81.
83. Denied.
84. Denied.
85. Santander incorporates herein its responses to paragraphs 1 through 84.
86. Denied.
87. Denied.
88. Santander incorporates herein its responses to paragraphs 1 through 87.
89. Denied.
90. Denied.
91. Santander incorporates herein its responses to paragraphs 1 through 90.
92. Denied.
93. Denied.
94. Santander incorporates herein its responses to paragraphs 1 through 93.
95. Denied.
96. Denied.
97. Santander incorporates herein its responses to paragraphs 1 through 96.
98. Denied.
99. Denied.

100. Santander incorporates herein its responses to paragraphs 1 through 99.
101. Denied.
102. Denied.
103. Santander incorporates herein its responses to paragraphs 1 through 102.
104. Denied.
105. Denied.
106. Santander incorporates herein its responses to paragraphs 1 through 87.
107. Denied.
108. Denied.
109. Santander incorporates herein its responses to paragraphs 1 through 87.
110. Denied.
111. Denied.
112. Santander incorporates herein its responses to paragraphs 1 through 111.
113. Denied.
114. Denied.
115. Denied.
116. Denied.
117. Santander incorporates herein its responses to paragraphs 1 through 116.
118. Denied.
119. Denied.
120. Denied.
121. Denied.
122. Santander incorporates herein its responses to paragraphs 1 through 121.

- 123. Admitted.
- 124. Denied.
- 125. Denied.
- 126. Denied.
- 127. Santander incorporates herein its responses to paragraphs 1 through 126.
- 128. Admitted.
- 129. Denied.
- 130. Denied.
- 131. Denied.

Affirmative Defenses

First Affirmative Defense

The Complaint fails to state a claim for relief. The Complaint fails to properly allege that Santander is a debt collector, and fails to properly allege a basis for Santander being held vicariously liable for the acts of Synergetic Communication, Inc.

Second Affirmative Defense

Santander reserves its right to assert such other defenses as may become apparent during the course of discovery.

WHEREFORE, Santander respectfully requests that the Complaint be dismissed in its entirety.

Respectfully submitted,

SANTANDER CONSUMER USA INC.
By its attorneys,

/s/ Joshua W. Gardner
John A. Houlihan (N.H. Bar No. 9442)
Joshua W. Gardner (N.H. Bar No. 16170)
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Boston, MA 02199-7613
617.239.0100

Dated: August 10, 2012

Certificate of Service

I, Joshua W. Gardner, certify that on this 10th day of August 2012 I served the above document using the court's ECF system, with a copy thereby transmitted to all counsel

/s/ Joshua W. Gardner